

ACCOUNTS WERE IN BAD SHAPE

Former Postmaster Meighan of Ogden Poor Bookkeeper.

MONEY MATTERS MIXED UP

UNABLE TO TELL WHERE THE MISSING FUNDS WENT.

THE feature of the Charles Meighan case is the unintelligible accounts of the Ogden postoffice during the regime of the alleged defaulter. This is one of the incidents brought out at yesterday's trial. The testimony tends to establish the fact that as a bookkeeper Meighan was not a conspicuous success. Such a lack of system seems to have prevailed in the office that the inspectors who first discovered the alleged defalcation are unable yet to locate the department in which the shortages, if any, belong.

The trial was resumed yesterday morning and Postoffice Inspector A. B. Frederick of Denver was the first witness called. He was armed with a formidable package of memoranda. An objection was made to the documents by Attorney Maginnis but the objection was overruled by Judge Marshall. Inspector James Meighan, who stood in the afternoon when the case was adjourned. He may be recalled this morning.

Some of the questions by the lawyers for the defense yesterday tended to show that discrepancies would appear in the accounts of the postmaster if money orders were lost after being cashed. It was the custom of the office to place these orders on file after they had been paid. They were not entered in the book until the end of the week. If one of them became mislaid or lost before it was entered upon the book, a shortage would appear on the books and there was nothing then in the office to show where the money went.

Lost Money Orders.

On the other hand, if an application blank were lost it would show a balance in favor of the office. The postoffice had the money paid in for transmission, but without the application of the sender there was nothing to show where the money came from. These points were brought out during the examination of Inspector Small. To elucidate the case for the benefit of the jury the counsel for the defense wanted to present a hypothetical question, but the witness would not assume the responsibility of a direct reply. He said that the postmaster's accounts would show a shortage if the order for the money was lost before it was entered on the books. He said that it would eventually be made good but, in reply to a question, admitted that Uncle Sam is a slow payer.

Inspector Frederick's testimony dealt largely with his investigation of the books between January and April 15, and the discovery of a shortage in the balance sheets. The deficiency shown in the accounts at that time was \$1,473.00. He informed Meighan of the discrepancy and the latter said in reply:

"Well, I guess I was against it." The witness asked the postmaster whether he could make up the shortage, and he replied that he could not. He thought that there must be a mistake somewhere and the inspector told him that if the deficiency was not made up to the government would have to look to Meighan's sureties for the amount.

The examination of the witness showed that the books were loosely kept. A deficit in the accounts was found in December amounting to \$600, but it was impossible from the books to tell to which department of the office the shortage belonged. The matter was referred to the auditing department at Washington.

Apparently no record was kept when transfers were made from one department to another. The postmaster had considerable money to pay out in advance. One thousand items were \$1.00 in salaries to the railroad mail clerks. If one department happened to be short the money was transferred from another department, but no record of the transfer was kept.

Case Where He Overpaid. Upon another occasion an error was discovered in the auditing department at Washington showing that the Ogden postmaster had \$432 to his credit. He had overpaid this amount in his accountings to the department at Washington.

Charles S. Rapp, former assistant postmaster at Ogden, was called to the stand and examined regarding the postoffice records and money matters pertaining to the money order system at Ogden. Several questions put to him involved the necessity of resorting to arithmetic to find out whether the figures of the balance sheet, admitted that the totals were correct, but added that he did not take the money.

"As postmaster you are responsible for the sum and if any of the employees have taken the money the government has a right to know it." After some hesitation the witness said that he knew who took the money but would not tell.

SUIT FOR \$20,000 DAMAGES.

Thomas Fitzgibbons Claims to Have Been Hurt in Tunnel Explosion.

A damage suit which was transferred to the federal court yesterday is the echo of the explosion which occurred in the Aspen tunnel in Wyoming a year ago last July. Thomas Fitzgibbons is the plaintiff. The tunnel was built for the Union Pacific by Kilpatrick Bros. & Collins who, with the Union Pacific company, are now defendants in the case.

Fitzgibbons was an employee of the contractors. During the construction of the tunnel numerous gas wells and springs were encountered. The plaintiff alleges that the wells filled the tunnel with combustible gases which were dangerous and diseased. It was the duty of the inspectors to visit the tunnel and see that the gases did not accumulate to a point where the lives of the men were menaced. Ventilating pipes supplied the mine with fresh air, and it was the duty of inspectors to notify the men if they were not in operation.

The plaintiff alleges that through the carelessness and negligence of the inspectors the deadly gases were allowed to accumulate to a dangerous point. It is claimed that a spark of electricity from the light wires fired the gases and an explosion occurred. The plaintiff was badly burned about the head, face, hands and body. The force of the explosion threw him some distance and he was badly injured, in addition to the burns. He asks damages in the sum of \$20,000.

The courts have already overruled a demurrer made to the complaint in which the Union Pacific disclaims responsibility in the matter on the

BURGLAR GOES TO JAIL

Ed Parker Pleads Guilty and Is Given a Sentence of Sixty Days.

In Judge Johnson's court yesterday Ed Parker, charged with burglary, withdrew his former plea of not guilty of the charge and entered a plea of guilty of petty larceny. He waived time for sentence and was given a term of sixty days in the county jail.

Parker is said by the police to have been a member of the gang which carried out the burglary at the county jail in the city, and a veritable robbers' roost was discovered by the officers on South State street, where hundreds of dollars' worth of goods had been secreted. Parker, with a companion by the name of Klenke, was arrested, but Klenke has been discharged.

The specific crime for which Parker was sentenced yesterday was the robbery of the home of Hans Jepperson on East First South street on the night of Dec. 2, 1901.

In the Probate Court. In Judge Hall's court yesterday the will of the late Alexander Cohn was admitted to probate and Mrs. Jennie L. Cohn and M. E. Lippman were appointed executors without bonds, as provided in the will.

In the same court yesterday W. W. Riter and Edwin Wright were appointed administrators of the estate of Orson H. Pettit, deceased, under bonds of \$50,000. Letters of guardianship were granted Elizabeth E. Pettit of the estate and person of Bessie M. Pettit, a minor, under bonds of \$2,500.

Divorce Case Dismissed.

Judge Hall yesterday dismissed the divorce suit which was brought by P. A. Sakuth, a tailor, against his wife, Emma B. Sakuth. The dismissal was made on motion of the attorney for the plaintiff. The plaintiff alleged in the complaint that he was the victim of cruel treatment at the hands of his wife, who frequently called him vile and insulting names, and he further charged that she had on numerous occasions left his home with the children without informing him of her location. A cross-complaint was filed by the woman in which she charged him with cruelty and neglect, and made other charges, all of which have apparently been settled.

Court Notes.

Suit was begun in the district court yesterday by the Graham Paper company against William H. Rowe and William E. Smythe to recover the sum of \$1,441, with interest from Dec. 8, 1891, and the costs of the suit. It is alleged in the complaint that on that date judgment was secured by the plaintiff against the defendants. The third district court for the amount stated, and that no part of it has been paid.

In Judge Hall's court yesterday in the case of Annie Senior against her husband, F. J. Senior, a decree of divorce was granted in favor of the plaintiff on the grounds of cruelty. They were married in Cripple Creek, Colo., Aug. 15, 1899. The woman was given the custody of their minor child, and was also restored to her maiden name, Annie McCourt.

The case of Kate Gunthel, administratrix, against J. T. Gilmer, O. J. Sallenger and Monroe Salsbery, to recover the sum of \$5,500, alleged to be the balance due on the purchase price of the Peabody mine, was continued in Judge Stewart's court yesterday after eleven days of trial. For that many days arguments and testimony have been submitted by the attorneys and the case was given to the jury late yesterday afternoon. The jury was out two hours and returned a verdict which will be opened in court this morning.

A Card of Thanks.

Justice G. W. Bartch, the Misses Bartch and Mrs. W. H. Childs have requested The Herald to express their grateful appreciation to the many friends for devoted attentions, affectionate interest and profound sympathy during the recent illness and at the death of the dear wife and mother.

WILL BE HELD IN TOPEKA.

Topeka, Kan., Dec. 5.—Announcement was made today that the next international biennial conference of the Y. M. C. A. would be held in Topeka next May.

DISCOVERY OF COFFEE.

Made by an Arabian Shepherd. Coffee was first discovered in the sixth century by an Arabian shepherd who, having observed the goats of his flock skip about and display other signs of intoxication after eating the coffee berry, concluded to try its effects on himself, and thus discovered its exhilarating property.

This discovery proved the poor shepherd's undoing, for he indiscriminately used large quantities, green, for its exhilarating effect and soon died, poisoned by its use.

In the sixteenth century it was introduced into France, and was used so strong and excessively, particularly by the Parisians, that it was found to injure alike the complexion and digestion. This discovery prevented its general introduction into other European countries for the next century.

Since that period its growth has gradually spread through the civilized world despite the fact that pain and destruction follow its path, dyspepsia having been hardly known before its introduction. It is a "nerve stimulant" and narcotic poison, and though in no sense a food, is used for its stimulating principle, caffeine, which excites the nerves unnaturally and wastes the reserve force of the body. Coffee drives the nerves for a time, stimulating them beyond their natural function, and, using up all their reserve force, after the first effects are past, comes breaking down of the nerve centers and general nervous debility. Following this in many but not all cases is a long train of misery, among which the principal symptoms are dryness in mouth and throat, headache, biliousness, pains in stomach or abdomen, pain in eyes and head, loss of appetite, dyspepsia and so on through a long list, but the one cause of all the different symptoms is the same.

The nerves have been broken down; their reserve force is gone. Many of the symptoms of poisoning are—extreme nervousness, restlessness, anguish of mind and heart, excessive relaxation of body and brain, gloominess, inability to think correctly, sleeplessness at night, drowsiness in the morning, etc.

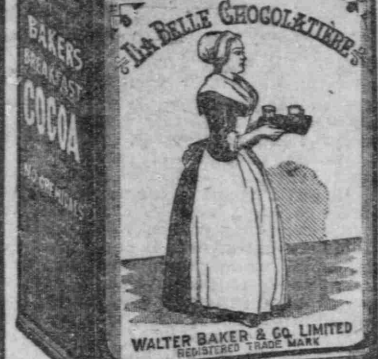
A lady from Sebastopol, Cal., writes: "I was a sick and poisoned woman when I began to use Postum and Coffee in place of coffee, and after two years' steady use I find that Postum soothes the nerves and builds them up, storing reserve strength and energy for time of need, enabling one to sleep well, awake refreshed and bright for each day's task; it digests easily, builds and tones up the stomach and also builds up a good, strong brain, ready for any mental strain or toil." Name given by Postum Co., Battle Creek, Mich.

Delicious Drinks and Dainty Dishes ARE MADE FROM

BAKER'S BREAKFAST COCOA

TO TEST ITS VALIDITY

The Status of Foreign Corporations to Be Decided by the Court.



WALTER BAKER & CO. LIMITED

Established 1828 DORCHESTER, MASS.

ABSOLUTELY PURE

Unexcelled for Smoothness, Delicacy and Flavor Examined for purity and made sure that it bears our trade-mark.

Under the decisions of the U. S. Courts no other Cocoa is entitled to be labeled or sold as

"BAKER'S COCOA"

Walter Baker & Co. Ltd.

Established 1828 DORCHESTER, MASS.

SUSPECTS ARE FREE

Alleged Hold-ups Discharged by Judge Diehl—New Move on Part of Police.

Michael Freed and John Pierre, two men arrested by the police on Thursday night as suspects in the Blom highway robbery case, were given their freedom by Judge Diehl yesterday afternoon, as there was absolutely no evidence against them. No trace of the real perpetrator of the crime has been found.

In order to make a showing, Chief Paul has detailed two police officers who took the mittens, loaded them on watch all suspicious characters and eventually arrest them for vagrancy.

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Yesterday Richard Hunter, a printer, appeared before the bar of justice as a defendant in a case involving sleeping in saloons for the past few nights. He admitted that it was true that he had done this, but in a frank and candid way told the judge that he came here from Ogden to go to work for a publishing company and he had been promised a position by the foreman as soon as a certain class of work should be taken up. He had only \$1.65, he said, when he arrived here a week ago, and when this was exhausted he had nowhere else to go. He stated that he had been a Mason for twenty-nine years, and was a member in good standing of another secret society. He said that he would go to work if he could, and if there was nothing for him to do he would leave the city and return to Ogden. He was at once discharged.

TO REPRESENT UTAH.

University Students Chosen to Take Part in Debate With Idaho.

The members of the Debating club of the University of Utah held their preliminary conference yesterday afternoon to select the men who will constitute the debating team that will meet the University of Idaho in a public interstate debate in January. The conference was held in the lecture room of the physical building, and was a lively and spirited affair. Fourteen students entered the race, and these had been arranged into pairs and debated each other as follows: J. O. Carter and J. R. Smith, T. M. Reese and W. H. Smith, S. J. Claridge and W. R. Sken, D. P. Howells and Walter W. Evans, Frank Holman and T. M. Reese, and Daniel Alexander, O. W. Carlson and John Condie.

NEW COMPANY FORMED.

Keith-O'Brien Concern Files Articles of Incorporation.

Articles incorporating the Keith-O'Brien company were filed with the county clerk yesterday. The company has a capital stock of \$250,000, divided into 2,500 shares of the par value of \$100 each. Salt Lake will be the principal place of business of the new company, although branch houses may be opened in other cities of the state and in other states. It proposes to transact a general dry goods business.

CHARGED WITH MURDER.

Brainard, Minn., Dec. 5.—Luis and Ponilla Ruger were arrested in this city today, charged with the murder of another Italian at Forsythe, Minn.

STATE NEWS

TO TEST ITS VALIDITY

The Status of Foreign Corporations to Be Decided by the Court.

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PROVO NEWS NOTES.

Provo, Dec. 5.—Judge Booth has returned from Heber.

Colonel Percy Sowers, United States timber inspector, stopped off in Provo today on his way east.

Jury Commissioners Boyer and Booth were in Provo today getting ready for their work of selecting jurors for the year, which will commence next week.

State Treasurer Dixon came down today to take his family home. Mrs. Dixon has been visiting relatives here since Thanksgiving day.

Inspector Rydahl has gone to St. George on legal business.

C. E. Looze and family left for California this afternoon. Mrs. Looze and the children will remain there for the winter. Mr. Looze will return in about two weeks.

SUIT TO RECOVER.

Richfield, Dec. 5.—A very interesting case was tried and decided in the district court yesterday. R. E. Collett brought suit against Paul Beaulieu to recover the sum of \$60 and costs of court. Just for the purpose of the defendant being debited to the plaintiff the court records do not show, but the court intimated, in view of phases of the case, that there was something peculiar about the transaction, and it is generally accepted that the long and short of the whole affair is that it was an indebtedness created through gambling.

It could not, doubt have successfully claimed the claim of the plaintiff, it seemed it unwise to do so, and made a very weak defense.

Incendiaries in Logan.

Logan, Dec. 5.—A fire that was started by an incendiary was discovered at 3 o'clock this morning in the residence of David Reese by Nightwatchman Drysdale. A haystack, adjoining a barn and not far from the Reese residence, was set alight after coal oil had been thrown on it. Mr. and Mrs. Reese are away from home and the blaze was not discovered until the morning.

GERMAN CRUISERS ARRIVE.

Caracas, Dec. 5.—The German cruisers Gazelle and Panther and the German transport ship Sueda have arrived at Willemstad, island of Curacao.

NEW COMPANY FORMED.

To Be Known as Richfield Artesian Water & Prospecting Company.

Richfield, Dec. 5.—A number of the leading farmers of this and surrounding townships met here yesterday and organized the Richfield Artesian Water & Prospecting company. Its object is to get a well-laid machine and put down wells on the farms throughout the Richfield townships of the stockholders. The matter had been under consideration for some time, and it was concluded it was cheaper to buy a company machine than to have some of the stockholders buy their own.

The company, it is stated, has been doing a similar business with other parties in the state, and the quality of the water and the status of foreign corporations under it are questions of importance to be decided by the federal court.

TO REPRESENT UTAH.

University Students Chosen to Take Part in Debate With Idaho.

The members of the Debating club of the University of Utah held their preliminary conference yesterday afternoon to select the men who will constitute the debating team that will meet the University of Idaho in a public interstate debate in January. The conference was held in the lecture room of the physical building, and was a lively and spirited affair. Fourteen students entered the race, and these had been arranged into pairs and debated each other as follows: J. O. Carter and J. R. Smith, T. M. Reese and W. H. Smith, S. J. Claridge and W. R. Sken, D. P. Howells and Walter W. Evans, Frank Holman and T. M. Reese, and Daniel Alexander, O. W. Carlson and John Condie.

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